

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Alexandria Division)**

**EQUES LAW P.A.,**

**Plaintiff,**

**v.**

**THOMAS NELSON GUNNELL,  
individually and as trustee of the  
Gunnel Family Dynasty Trust,**

**BANBURY CROSS LLC,**

**TRAVELER’S REST LLC, and**

**BUSH HILL DEVELOPMENT CORP.,**

**Defendants.**

**Civil Action No.**

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**COMPLAINT**

For its complaint against the defendants, plaintiff Eques Law P.A. states as follows:

**The Parties and Jurisdiction**

1. Plaintiff Eques Law P.A. is a professional corporation, the successor to Praesidia Consulting Group PC, d/b/a Piedmont Law PC (“Eques Law”), organized under the laws of, having its principal place of business in, and wholly owned by a citizen of the State of Florida.

2. Defendant Thomas Nelson Gunnell is an individual resident of Loudoun County, the sole trustee of the Gunnell Family Dynasty Trust, a Virginia irrevocable trust (the “Gunnell Trust”), and a citizen of the Commonwealth of Virginia (“Nelson Gunnell”).

3. Defendant Banbury Cross LLC is a Virginia limited liability company

whose members are citizens of a State other than Florida (“Banbury Cross”).

4. Defendant Traveler’s Rest LLC is a Virginia limited liability company whose members are citizens of a State other than Florida (“Traveler’s Rest”).

5. Defendant Bush Hill Development Corporation is a corporation organized under the laws of, and whose principal place of business is in, the Commonwealth of Virginia (“Bush Hill”).

6. The amount in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

### **THE FACTS**

#### **The Gunnell Engagement Agreement**

7. Pursuant to the terms of an agreement dated April 9, 2015, and signed on April 26, 2015, defendants Nelson Gunnell, individually and on behalf of the Gunnell Trust, Banbury Cross, Traveler’s Rest and Bush Hill retained Eques Law as their counsel (the “Gunnell Engagement Agreement”). **See Exhibit A.**

8. Between April 26, 2015 and 2022, defendant Nelson Gunnell and his wife, Breanna Gunnell, expanded the scope of the legal services under the Gunnell Engagement Agreement to include services for the benefit of additional entities which they own or control, including Point to Point LLC, Meraki, Inc., Greenfields Sporting Club LLC, Gunnell Family Homestead LLC, Pipers Web Design Inc. and Banbury Cross Polo Club, Inc.

9. The plaintiff fully and faithfully performed services in accordance with the terms of the Gunnell Engagement Agreement.

10. The plaintiff has been paid \$205,975.88 towards the total invoiced amount due for services rendered and costs advanced pursuant to the Gunnell

Engagement Agreement, leaving an unpaid balance due, excluding interest, of \$689,378, which defendants Nelson Gunnell, individually and on behalf of the Gunnell Trust, Banbury Cross, Traveler's Rest, and Bush Hill have refused to pay.

**The Development Engagement Agreement**

11. On or about April 26, 2015, defendant Traveler's Rest entered into an agreement for legal services with Eques Law (the "Development Engagement Agreement"). **See Exhibit B.**

12. Throughout the term of the Development Engagement Agreement, defendant Traveler's Rest expanded the scope of the legal services under that Agreement to include services for additional entities that it owns or controls, including Middleburg Land I LLC, Middleburg Land II LLC, FHP I LLC and FHP II LLC.

13. Pursuant to the terms of the Development Engagement Agreement, defendant Nelson Gunnell and his business colleague, Alfred Rogers Smithwick, expanded the scope of the legal services to include services related to their ownership interests in the partnership subdivision project known as the Banbury Cross Development.

14. The plaintiff fully and faithfully performed services in accordance with the terms of the Development Engagement Agreement and, as requested by defendant Nelson Gunnell and Mr. Smithwick in December 2021, provided additional detailed billing.

15. The plaintiff has been paid \$314,490.86 towards the total invoiced amount due for services rendered and costs advanced pursuant to the Development Engagement Agreement, leaving an unpaid balance, exclusive of interest, of

\$1,085,685, which defendant Traveler's Rest has refused to pay.

**Count I**  
**(Breach of Contract – The Gunnell Engagement Agreement)**

16. The plaintiff repeats the allegations contained in paragraphs 1 through 15.

17. Defendants Nelson Gunnell, individually and as trustee of the Gunnell Trust, Banbury Cross, Traveler's Rest and Bush Hill breached the Gunnell Engagement Agreement by failing to pay in accordance with its terms, causing damage to the plaintiff.

WHEREFORE, the plaintiff prays judgment as hereinafter set forth.

**Count II**  
**(Quantum Meruit – The Gunnell Engagement Services)**

18. The plaintiff repeats the allegations contained in paragraphs 1 through 15.

19. The plaintiff rendered services and advanced expenses for the benefit of defendants Nelson Gunnell, individually and as trustee of the Gunnell Trust, Banbury Cross, Traveler's Rest and Bush Hill.

20. Defendants Nelson Gunnell, individually and as trustee of the Gunnell Trust, Banbury Cross, Traveler's Rest and Bush Hill knew that the plaintiff was conferring such benefits upon them.

21. These defendants accepted the benefits under circumstances which make it inequitable for them to retain those benefits without paying for their value.

WHEREFORE, the plaintiff prays judgment as hereinafter set forth.

**Count III**  
**(Breach of Contract – The Development Engagement Agreement)**

22. The plaintiff repeats the allegations contained in paragraphs 1 through 15.

23. Defendant Traveler's Rest breached the Development Engagement Agreement by failing to pay in accordance with its terms, causing damage to the plaintiff.

WHEREFORE, the plaintiff prays judgment as hereinafter set forth.

**Count IV**  
**(Quantum Meruit – The Development Engagement Services)**

24. The plaintiff repeats the allegations contained in paragraphs 1 through 15.

25. The plaintiff rendered services and advanced expenses for the benefit of defendant Traveler's Rest.

26. Defendant Traveler's Rest knew that the plaintiff was conferring such benefits upon it.

27. This defendant accepted the benefits under circumstances which make it inequitable for it to retain those benefits without paying for their value.

WHEREFORE, plaintiff Eques Law prays that Court enter judgment in its favor and award the following relief:

A. Compensatory damages of no less than \$689,378 jointly against defendants Nelson Gunnell, individual and as trustee of the Gunnell Trust, Banbury Cross, Traveler's Rest and Bush Hill plus prejudgment interest of 6% in an amount no less than \$200,000;

B. Compensatory damages of no less than \$1,085,685 against defendant Traveler's Rest plus prejudgment interest of 6% in an amount no less than \$314,000;

C. All fees and costs, including reasonable attorneys' fees, associated with the plaintiff's collection efforts pursuant to the terms of the Gunnell and the Development Engagement Agreements; and

D. Statutory costs and such further relief as is just and equitable.

Dated: November 5, 2023

EQUES LAW PA  
By Counsel

HARVEY LAW OFFICES, PLLC  
717 King Street, Suite 200  
Alexandria, Virginia 22314  
(571) 771-0028 (office)  
(301) 785-2761 (cell)  
(703) 566-5032 (facsimile)

By: /s/ *Philip J. Harvey*  
Philip J. Harvey (VSB #37941)  
pjharvey@harveylawofcs.com  
Paris R. Sorrell (VSB #80953)  
psorrell@harveylawofcs.com

*Counsel for Plaintiff*